

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FRED GOBER, on behalf of) Case No. CV 15-07120 DDP (PLAx)
himself and all other)
similarly situated,) **ORDER DENYING DEFENDANTS' MOTION**
) **FOR A MORE DEFINITE STATEMENT AND**
Plaintiff,) **VACATING PLAINTIFF'S MOTION FOR**
) **EXTENSION OF TIME**
v.)
) [Dkt. Nos. 26, 28]
WELLS FARGO & COMPANY and)
WELLS FARGO BANK, N.A.,)
Defendants.

Presently before the Court are Defendants' Motion for a More Definite Statement (dkt. no. 26), and Plaintiff's Motion for an Extension of Time to File Response to Defendants' Motion (dkt. no. 28). After reviewing the Parties' submissions, the Court DENIES Defendants' Motion and VACATES as moot Plaintiff's Motion.

Defendants' Motion claims that Plaintiff's Complaint fails to "plead basic facts about the contract or the breach," including by "not identify[ing] any specific document that might constitute a contract." (Dkt. no. 26, at 1.) Defendants claim that Plaintiff's theory of liability is unclear in the Complaint and so Defendants cannot properly respond to the Complaint. (Id. at 4.) Defendants

1 say Plaintiff might be claiming breach of a loan application, or
2 perhaps an approved loan application, or even some other,
3 unspecified communications; it is unclear to Defendants based on
4 the allegations in the Complaint. (Id. at 4-5.)

5 In response, Plaintiff alleged that he lacked the evidence
6 needed to properly answer Defendants' Motion, which he believed was
7 in Defendants' possession. (Dkt. no. 28, at 2.) According to
8 Plaintiff, Defendants had thus far declined Plaintiff's requests
9 for the needed evidence - the loan application "executed and/or
10 approved by the parties and at issue in this case." (Id.)
11 Plaintiff asks this Court to stay Defendants' Motion and allow
12 limited discovery for the purpose of obtaining the underlying loan
13 application. (Id. at 4.)

14 On January 19, 2016, Defendants filed a Response to
15 Plaintiff's Motion for Extension of Time. (Dkt. no. 32.)
16 Defendants argue against early discovery, stating that they
17 provided Plaintiff with the loan application that day. (Id. at 2;
18 Saelao Decl., Dkt. no. 32-1, at 1.) Defendants do not otherwise
19 oppose Plaintiff's Motion for an Extension of Time for Plaintiff to
20 respond to Defendants' Motion for a More Definite Statement. (Id.)

21 The Court denies Defendants' Motion because, while the
22 Complaint may be sparse on details of exactly what contractual
23 provision is alleged to be breached, the essential elements of a
24 breach of contract are all pled with sufficient facts given the
25 information available to Plaintiff at this time.

26 The Court, however, declines Plaintiff's request for limited
27 discovery as to the loan application. Normal discovery will
28 proceed following the parties' Rule 26 meeting. Plaintiff then

1 will receive the needed evidence, if any, to make a more definite
2 statement. Therefore, the Court DENIES Defendants' Motion. (Dkt.
3 no. 26.) The Court VACATES as moot Plaintiff's Motion. (Dkt. no.
4 28.)

5
6 IT IS SO ORDERED.

7
8 Dated: February 1, 2016



DEAN D. PREGERSON
United States District Judge